

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: W. Scott THIELMAN and)
Robert M. PRICONE)
Serial No.: 10/015,319)
Filed: December 12, 2001)
For: A Process and Apparatus for)
Embossing Precise Microstructures)
and Embossing Tool for Making)
Same)
Group Art Unit: 1732)

Attorney Docket:
013013-026179



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OFFICE OF PETITIONS

Exhibit Index

Exhibit A-1..... Pricone's Noncompetition Agreement with Stimsonite.
Exhibit A-2..... Pricone's Employment Agreement and Agreement to
Arbitrate Claims with Avery Dennison.
Exhibit B..... Federal Express receipt from the mailing of the application
papers to Pricone's home.
Exhibit C..... Janice Jackson's March 11, 2002 e-mail to Pricone.
Exhibit D..... Thielman's Noncompetition Agreement with Stimsonite.
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Exhibit J..... Paulette Hazeltine's December 14, 2002 e-mail to Moore
and Thielman.
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- Exhibit L..... Signed Assignment documents for the 09/596,240 and the 09/781,756 applications.
- Exhibit M..... Signed Declarations for the 09/596,240 and the 09/781,756 applications.
- Exhibit N..... Invoices sent by Material Testing Technology Co. to Avery Dennison.

STIMSONITE



NONCOMPETITION, INVENTION AND SECRECY AGREEMENT

IN CONSIDERATION OF MY EMPLOYMENT (OR THE CONTINUATION OF MY EMPLOYMENT) BY STIMSONITE CORPORATION or its successor or subsidiary or affiliate (hereinafter collectively and separately referred to as "the Corporation") and of the payment to me of such salary as may from time to time be agreed upon, the Corporation and I, Robert A. [illegible] agree as follows:

(1) Whenever during the period of my employment by the Corporation, I conceive or make any improvement, modification, change, discovery or invention relating to any article, machine, process, composition of matter, or computer software, made, used, sold, or under design or development by the Corporation, or pertaining to the business of the Corporation, I will fully and promptly disclose the same to the President of the Corporation or to such other employee of the corporation as he may designate. Each such improvement, modification, change, discovery, and invention shall be the exclusive property of the Corporation. At the request of the Corporation, whether made by the Corporation during or after termination, of my employment, I will execute all such papers as may be necessary or proper for the filing and prosecution of such applications for patent, inventor's certificates or other appropriate documents evincing ownership of proprietary property rights thereon as the Corporation may desire and all such papers as may be necessary for assigning to the Corporation, or its designee, each such improvement, modification, change, discovery, invention, application for patent, inventor's certificate or other appropriate documents evincing ownership of proprietary property rights and patent, inventor's certificate or other appropriate document. It is understood that all such papers shall be prepared by and at the expense of the Corporation.

(2) I will not during and after the period of my employment by the Corporation use or disclose, otherwise than as directed by the Corporation, any of the customer lists of the Corporation; any information relating to any novel process employed by the Corporation in the manufacture, fabrication, assembly, installation, testing or inspecting of any article, apparatus, or material made, used or sold by the Corporation; information concerning any improvement, modification, change, invention or discovery belonging to the Corporation; nor any other confidential information, data processing procedures or systems, or trade secret of the Corporation. In the event of termination of my employment with the Corporation, all copies and forms of the information referred to in this paragraph will be left with the Corporation.

(3) It is understood that the foregoing provisions of this agreement shall not be construed as a waiver by the Corporation of its shop rights in any other improvement, modification, change, discovery or invention developed during the working hours or times for which I may be compensated by the Corporation or developed by the use of materials, facilities or information furnished by the Corporation.

(4) I represent that, except as stated above in this Agreement, (a) I have no agreements with or obligations to others which may be in conflict with the foregoing and (b) I am not the inventor or co-inventor of any unpatented invention.

(5) I will not anywhere in the United States or Canada for a period of one (1) year from the date of the termination of my employment render services directly or indirectly for my own account or to any person, partnership or corporation in competition with the Corporation. It is understood, however, that I may accept employment with a diversified company so long as my employment pertains solely to that part of its business which is not competitive with the Corporation and provided that the Corporation receives assurances satisfactory to it from my prospective employer that I shall not be required to render services in that part of its business which does compete with the Corporation. It is further understood that I may accept employment with a company in competition with the Corporation so long as my employment pertains solely to that part of its business which is not competitive with any products or services of the Corporation manufactured or rendered by any division, subsidiary, affiliate or other administrative part of the Corporation in which I was employed at any time by the Corporation, unless such products or services are at the time of termination of my employment with the Corporation no longer being manufactured or rendered by the Corporation.

(6) If because of the restrictions in Paragraph 5 above, I am unable to obtain employment consistent with my technical qualification, the Corporation agrees that I shall be required to observe those restrictions only so long as the Corporation pays me the equivalent of my monthly base pay at termination and continues any medical and surgical insurance coverage provided to me by the Corporation at the time of my termination, or, if applicable, pays me the equivalent of average monthly commissions paid to me for the period up to twelve (12) months prior to termination, for each month in which I notify the Corporation in writing setting forth my efforts to obtain such employment and certifying that, although I conscientiously sought such employment, I was unable to obtain it because of those restrictions. I agree that the obligation of the Corporation to make or continue the monthly payments specified herein shall terminate upon my obtaining employment or after the Corporation gives me written permission to accept available employment with a specific prospective employer or after the Corporation waives those restrictions. However, if the Corporation does not elect to waive those restrictions at the time of termination of my employment with the Corporation, the Corporation shall be obliged to make monthly payments to me, as defined above, for a minimum of each of the three (3) months following my termination in which I notify the Corporation, as above, certifying to my inability to find suitable employment because of those restrictions. The monthly payments shall be reduced by the amount of any accrued termination benefits such as vacation pay, and any termination benefits in excess of the monthly payments shall be paid to me. I agree that the Corporation's obligation to make the aforementioned payments shall terminate, if it has not otherwise been terminated, twelve (12) months after the termination of my employment. When possible, the Corporation will give me indication of the date at which these restrictions will be terminated if shorter than the maximum period allowed. In any event, the Corporation will notify me of its intent to release me from the restrictions at least two (2) weeks prior to the effective date of release.

Employee Signature: _____

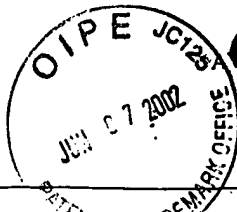
Date: _____

Witness _____

Date: _____

Janice K. Jackson
4-24-91

4/23/91
4/23/91



DENNISON CORPORATION
EMPLOYEE AGREEMENT

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JUN 18 2002

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PRICONE ROBERT M
Employee's last name First name Initial
STIMSONITE
Subsidiary, Division or Department
MT. PROSPECT IL.
Employee's location

In consideration of his or her employment, promotion, salary or benefit increase, bonus or transfer by the Company (as defined below) and the compensation to be paid by the Company for Employee's services, Employee hereby acknowledges that he or she understands and agrees that the provisions hereof are part of his or her employment with the Company.

1. DEFINITIONS

As used herein, "the Company" shall mean Avery Dennison Corporation and/or any of its subsidiary or affiliated corporations and entities; "Client" shall mean any person or entity with whom the Company conducts business or from whom the Company or Employee obtains information including, but not limited to, customers or suppliers; "information" shall mean any information or knowledge, including matters of a technical nature such as know-how, formulae, secret processes or machines, inventions, studies, research projects, development plans and matters of a business nature, such as information about costs, profits, sales, markets, customer lists, customer requirements and other data not available to the public; and "employment" shall include employment for hourly wages, for salary, or as a consultant.

2. NATURE OF EMPLOYMENT

The parties recognize that the business of the Company and the nature of Employee's employment will permit Employee to have access to information of the Company and its Clients, that such information is the property of the Company and/or its Clients, and that any unauthorized disclosure thereof may be highly prejudicial to their interests. The parties further recognize that Employee may, during the term of his or her employment, make discoveries, inventions, contributions or improvements.

3. CONFIDENTIAL INFORMATION

THIRD PARTY INFORMATION — If Employee has had access to proprietary information of a third party, the parties recognize that the disclosure of such information might be prejudicial to such third party's interests and could subject the Company as well as Employee to liability. Employee represents that he or she has not appropriated any confidential, proprietary or trade secret information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from any third party (including but

not limited to any former employer) for Employee's own use, or the use of others, except as may have been expressly permitted in writing by such third party or its authorized representative. Employee further covenants not to disclose to the Company, or otherwise use during the course of Employee's employment with the Company, any confidential, proprietary or trade secret information of any third party which Employee may currently possess, without such written permission.

COMPANY INFORMATION — During and after his or her employment with the Company, Employee will not disclose or appropriate any information for his or her own use or for the use of others, except as has been expressly permitted in writing by an authorized representative of the Company. Employee shall not remove any writings containing information from the premises or possession of the Company or its Clients unless Employee has obtained express authorization in writing by the Company to do so.

Furthermore, Employee will deliver promptly to the Company on termination of such employment, or at any time the Company may so request, all copies of writings containing information which Employee may possess or have under his or her control.

4. INVENTIONS AND PATENTS*

Employee will treat as belonging solely and exclusively to the Company or the Company's nominee, and will fully and promptly disclose and assign to the Company without additional compensation, all ideas, discoveries, inventions, contributions and improvements, whether patentable or not, which in any way relate to the Company's business or interests or which result from tasks assigned to Employee by the Company, and which, while Employee is so employed, are made, conceived or reduced to practice by Employee, alone or with others, during or after usual working hours, either on or off Employee's job. Employee agrees, at the Company's expense at any time during or after such employment, to sign all papers and do such other acts and things as the Company may reasonably require of Employee to protect the Company's rights to said ideas, discoveries, inventions, contributions and improvements, including applying for, obtaining and enforcing patents thereon in any and all countries.

5. RESERVED INVENTIONS

Attached to this document is a complete list of all inventions, if any, patented or unpatented, presently owned by Employee, including a brief description thereof, which were conceived or made wholly or in part by Employee prior to Employee's employment by the Company and which Employee wishes to exclude from this Agreement.

*This Agreement does not apply to the inventions of California employees to the extent such inventions qualify fully under the provisions of California Labor Code Section 2870.

6. EXISTENCE OF ANY CONFLICTING AGREEMENT

To the best of the Employee's knowledge, there is no other contract to assign inventions that is now in existence between Employee and any other person, corporation or partnership unless Employee has so indicated on an attachment hereto and unless a copy of any such other contract is also attached hereto.

7. CUSTOMER SECRECY

Employee will not, without the express written consent of a Corporate Officer of Avery Dennison Corporation, for a period of one year immediately following Employee's termination of employment with the Company for any reason, either directly or indirectly, call upon, solicit, divert or take away, or attempt to solicit, divert or take away any customers, business or patrons of the Company upon whom Employee called or whom Employee serviced or solicited, or with whom Employee became acquainted as a result of employment with the Company.

8. COMPETITIVE EMPLOYMENT

For a period of two years following termination of employment with the Company, Employee will not, without first obtaining the express written consent of a Corporate Officer of Avery Dennison Corporation, render services, engage in or enter the employment of or act as an advisor or consultant to any person, firm or corporation engaged in or about to become engaged in the manufacture or sale of any product substantially similar to or competitive with any product on which or with which Employee worked, or about which Employee obtained information, during the last two years of his or her employment with the Company.

Employee shall notify Employee's last supervisor (with a copy to Avery Dennison Corporation's corporate headquarters to the attention of the Law Department), by registered mail, should Employee be unable, within three months after the later of the end of the calendar month in which (1) his or her employment with the Company is terminated, or (2) Employee ceases to receive any severance or salary continuation benefits from the Company, to secure employment consistent with this Agreement after having devoted his or her best efforts to finding such employment. The Company, unless it notifies Employee in writing that it elects not to enforce the preceding paragraph of this Agreement, shall pay Employee at the end of each month thereafter, for so long as it elects to continue to enforce the preceding paragraph or until such time as Employee finds employment consistent with this Agreement, two-thirds of the base monthly salary (exclusive of commissions, bonuses, allowances, benefits and any other form of compensation) received by Employee at the time of the termination of his or her employment with the Company. Employee, during the period of such payments, and as a condition of receiving such payments, shall conscientiously seek employment consistent with this Agreement and shall inform the Company on a monthly basis of all efforts made by Employee to secure such employment. Upon obtaining such employment, Employee shall immediately notify the Company to that effect by registered mail.

Upon notice by the Company of its election to discontinue such monthly payments or at the end of the second year following Employee's termination of employment with the Company, whichever occurs sooner, Employee thereafter shall not be precluded from accepting any employment which Employee would be free to accept in the absence of this section of this Agreement and the Company's payments to Employee shall cease.

9. EMPLOYMENT AT WILL

Employee's employment with the Company can be terminated with or without cause, and with or without notice at any time, at Employee's option or that of the Company.

10. CONSTRUCTION OF AGREEMENT

THIS AGREEMENT WILL NOT BE ENFORCED BY THE COMPANY IN THE EVENT SUCH ENFORCEMENT WOULD BE CONTRARY TO APPLICABLE LAW. Whenever there is any conflict between any provision of this Agreement and any material present or future law, statute, governmental rule, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but in such event, the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within the legal requirements and the remainder of this Agreement shall be not affected.

11. COMPANY'S REMEDIES


Employee acknowledges that his or her obligations under this Agreement are special, unique and extraordinary and that any breach thereof will cause irreparable injury to the Company not properly compensable by damages in an action at law; the rights and remedies of the Company hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. Employee agrees, if the Company prevails in any suit or proceeding to enforce its rights under this Agreement, to indemnify the Company for all expenses of every nature and character incurred by the Company including, without limitation, all reasonable attorney's fees.

12. ACKNOWLEDGMENT AND EFFECTIVE DATE

Employee acknowledges receipt of a copy of this Agreement and agrees that all of Employee's obligations hereunder shall be binding upon Employee's heirs, assigns and legal representatives. This Agreement supersedes any existing agreement entered into by Employee and the Company relating generally to the same subject matter and shall be effective as of the date the Employee commenced or commences employment with the Company.

13. CONTRACT UNDER SEAL

This Agreement shall take effect as a contract under seal.


Employee's Signature

9/27/99
Date



**AVERY DENNISON CORPORATION
MUTUAL AGREEMENT TO ARBITRATE CLAIMS**

PRICONE ROBERT M
Employee's Last Name First Name Initial
STIMSONITE
Subsidiary, Division or Department
MT. PROSPECT
Employee's Location

I recognize that differences may arise between Avery Dennison Corporation ("the Company") and me during or following my employment with the Company, and that those differences may or may not be related to my employment. I understand and agree that by entering into this Agreement to Arbitrate Claims ("Agreement"), I anticipate gaining the benefits of a speedy, impartial dispute-resolution procedure.

I understand that any reference in this Agreement to the Company will be a reference also to all subsidiary and affiliated entities, all benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

CLAIMS COVERED BY THE AGREEMENT

The Company and I mutually consent to the resolution by arbitration of all claims or controversies ("claims"), whether or not arising out of my employment (or its termination), that the Company may have against me or that I may have against the Company or against its officers, directors, employees or agents in their capacity as such or otherwise. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, religion, national origin, age, marital status, or medical condition, handicap or disability); claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one), and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except claims excluded in the following paragraph.

CLAIMS NOT COVERED BY THE AGREEMENT

Claims I may have for workers' compensation or unemployment compensation benefits are not covered by this Agreement.

Also not covered are claims by the Company for injunctive and/or other equitable relief for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which I understand and agree that the Company may seek and obtain relief from a court of competent jurisdiction.

**REQUIRED NOTICE OF ALL CLAIMS
AND STATUTE OF LIMITATIONS**

The Company and I agree that the aggrieved party must give written notice of any claim to the other party within one (1) year of the date the aggrieved party first has knowledge of the event giving rise to the claim; otherwise the claim shall be void and deemed waived even if there is a federal or state statute of limitations which would have given more time to pursue the claim.

Written notice to the Company, or its officers, directors, employees or agents, shall be sent to its Vice President, Human Resources, at 150 North Orange Grove Boulevard, Pasadena, California 91103. I will be given written notice at the last address recorded in my personnel file.

The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

REPRESENTATION/ARBITRATION PROCEDURES

Any party may be represented by an attorney or other representative selected by the party.

The Company and I agree that, except as provided in this Agreement, any arbitration shall be in accordance with the then-current Rules of Practice and Procedure for Employment Arbitration ("Rules") of the Judicial Arbitration and Mediation Services, Inc. ("JAMS")

before an arbitrator selected in accordance with such rules. The arbitration shall take place in or near the city in which I am or was last employed by the Company.

Depositions and other discovery shall be allowed in accordance with the JAMS Rules.

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitration shall be final and binding upon the parties.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, both the Company and I agree that neither of us shall initiate or prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Agreement.

ARBITRATION FEES AND COSTS

The Company and I shall equally share the fees and costs of the Arbitrator. Each party will deposit funds or post other appropriate security for its share of the Arbitrator's fee, in an amount and manner determined by the Arbitrator, ten (10) days before the first day of hearing. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party.

REQUIREMENTS FOR MODIFICATION OR REVOCATION

This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by a written statement signed by the parties which specifically states an intent to revoke or modify this Agreement.

SOLE AND ENTIRE AGREEMENT

This is the complete agreement of the parties on the subject of arbitration of disputes except for any arbitration agreement in connection with any pension or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understanding on

the subject. No party, relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

CONSTRUCTION

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, nor does this agreement in any way alter the "at-will" status of my employment.

CONSIDERATION

The promises by the Company and by me to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other.

VOLUNTARY AGREEMENT

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.



Signature of Employee

ROBERT PRICONE

Print Name of Employee

9/27/99

Date

AVERY DENNISON CORPORATION

Signature of Authorized Company Representative

Title of Representative

Date

FedEx USA Airbill
Express

FedEx
Tracking
Number

827428945881



1 From Please print and press hard.
Date 1/24/02 Sender's FedEx Account Number 0606-7494-9
Sender's Name Janice Jackson Phone (847) 588-7267
Company VERY DENNISON
Address 6565 W HOWARD ST Dept./Room/Suite/Room
City NILES State IL ZIP 60714

2 Your Internal Billing Reference
First 34 characters will appear on invoice.

3 To
Recipient's Name Robert Pricone Phone (847) 367-1071
Company _____

Address 31175 Bob-O-Link Lane
To "HOLD" at FedEx location, print FedEx address. We cannot deliver to P.O. boxes or P.O. ZIP codes.
City Libertyville State IL ZIP 60048 Dept./Room/Suite/Room

Peel and Stick FedEx USA Airbill

See back for application instructions.

Questions? Visit our Web site at fedex.com

or call 1-800-Go-FedEx® (800)463-3339.

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

0179645026

SPG21
0215
Sender's Copy

4a Express Package Service Packages up to 150 lbs.
☒ FedEx Priority Overnight Next business morning
☐ FedEx Standard Overnight Next business afternoon
☐ FedEx First Overnight Earliest next business morning delivery to select locations
☐ FedEx 2Day Second business day
☐ FedEx Express Saver Third business day
☐ NEW FedEx Extra Hours Later drop-off with next business afternoon delivery to select locations

4b Express Freight Service Packages over 150 lbs.
☐ FedEx 1Day Freight* Next business day
☐ FedEx 2Day Freight Second business day
☐ FedEx 3Day Freight Third business day

* Call for Confirmation.

5 Packaging Declared value limit \$500
☒ FedEx Envelope*
☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
☐ Other Pkg. Includes FedEx Box, FedEx Tube, and customer pkg.

6 Special Handling Include FedEx address in Section 2.
☐ SATURDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select ZIP codes.
☐ SUNDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight to select ZIP codes.
☐ HOLD Weekday at FedEx Location RESTRICTIONS Not available with FedEx First Overnight.
☐ HOLD Saturday at FedEx Location RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods?
One box must be checked.
☒ No
☐ Yes As per attached Shipper's Declaration
☐ Dry Ice Dry ice, 9, UN 1845, _____ x _____ kg
☐ Cargo Aircraft Only

7 Payment Bill to: _____ Enter FedEx Acct. No. or Credit Card No. below.
☒ Sender Acct. No. in Section 1 will be billed.
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

FedEx Acct. No. _____ Exp. Date _____
Credit Card No. _____
Total Packages _____ Total Weight _____ Total Declared Value* \$ _____ .00
FedEx Use Only

*Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

Rev. Date 12/00 • Part #155918GT • ©1994-2000 FedEx • PRINTED IN U.S.A. GBFE 2/01

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406

Janic Jackson
03/11/02 05:36 PM

To: rmpricone@worldnet.att.net
Subject: Return of Formal Papers for Precision Embossing & Application



Hi Bob,

A few days ago Arthur Moore told me that you have reviewed the papers and felt there were no problems. He asked that I contact you to make sure you will be returning the signed papers to me. I believe I let you know that I will notarize where necessary and then send them on to Pat Merrill. Please let me know the status.

Thanks, Janice

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STIMSONITE



NONCOMPETITION, INVENTION AND SECRECY AGREEMENT

IN CONSIDERATION OF MY EMPLOYMENT (OR THE CONTINUATION OF MY EMPLOYMENT) BY STIMSONITE CORPORATION or its successor or subsidiary or affiliate (hereinafter collectively and separately referred to as "the Corporation") and of the payment to me of such salary as may from time to time be agreed upon, the Corporation and I, Walter Scott Thielman agree as follows:

(1) Whenever during the period of my employment by the Corporation, I conceive or make any improvement, modification, change, discovery or invention relating to any article, machine, process, composition of matter, or computer software, made, used, sold, or under design or development by the Corporation, or pertaining to the business of the Corporation, I will fully and promptly disclose the same to the President of the Corporation or to such other employee of the Corporation as he may designate. Each such improvement, modification, change, discovery, and invention shall be the exclusive property of the Corporation. At the request of the Corporation, whether made by the Corporation during or after termination, of my employment, I will execute all such papers as may be necessary or proper for the filing and prosecution of such applications for patent, inventor's certificates or other appropriate documents evincing ownership of proprietary property rights thereon as the Corporation may desire and all such papers as may be necessary for assigning to the Corporation, or its designee, each such improvement, modification, change, discovery, invention, application for patent, inventor's certificate or other appropriate documents evincing ownership of proprietary property rights and patent, inventor's certificate or other appropriate document. It is understood that all such papers shall be prepared by and at the expense of the Corporation.

(2) I will not during and after the period of my employment by the Corporation use or disclose, otherwise than as directed by the Corporation, any of the customer lists of the Corporation; any information relating to any novel process employed by the Corporation in the manufacture, fabrication, assembly, installation, testing or inspecting of any article, apparatus, or material made, used or sold by the Corporation; information concerning any improvement, modification, change, invention or discovery belonging to the Corporation; nor any other confidential information, data processing procedures or systems, or trade secret of the Corporation. In the event of termination of my employment with the Corporation, all copies and forms of the information referred to in this paragraph will be left with the Corporation.

(3) It is understood that the foregoing provisions of this agreement shall not be construed as a waiver by the Corporation of its shop rights in any other improvement, modification, change, discovery or invention developed during the working hours or times for which I may be compensated by the Corporation or developed by the use of materials, facilities or information furnished by the Corporation.

(4) I represent that, except as stated above in this Agreement, (a) I have no agreements with or obligations to others which may be in conflict with the foregoing and (b) I am not the inventor or co-inventor of any unpatented invention.

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(5) I will not anywhere in the United States or Canada for a period of one (1) year from the date of the termination of my employment render services directly or indirectly for my own account or for any person, partnership or corporation in competition with the Corporation. It is understood, however, that I may accept employment with a diversified company so long as my employment pertains solely to that part of its business which is not competitive with the Corporation and provided that the Corporation receives assurances satisfactory to it from my prospective employer that I shall not be required to render services in that part of its business which does compete with the Corporation. It is further understood that I may accept employment with a company in competition with the Corporation so long as my employment pertains solely to that part of its business which is not competitive with any products or services of the Corporation manufactured or rendered by any division, subsidiary, affiliate or other administrative part of the Corporation in which I was employed at any time by the Corporation, unless such products or services are at the time of termination of my employment with the Corporation no longer being manufactured or rendered by the Corporation.

(6) If because of the restrictions in Paragraph 5 above, I am unable to obtain employment consistent with my technical qualifications, the Corporation agrees that I shall be required to observe those restrictions only so long as the Corporation pays me the equivalent of my monthly base pay at termination and continues any medical and surgical insurance coverage provided to me by the Corporation at the time of my termination, or, if applicable, pays me the equivalent of average monthly commissions paid to me for the period up to twelve (12) months prior to termination, for each month in which I notify the Corporation in writing setting forth my efforts to obtain such employment and certifying that, although I conscientiously sought such employment, I was unable to obtain it because of those restrictions. I agree that the obligation of the Corporation to make or continue the monthly payments specified herein shall terminate upon my obtaining employment or after the Corporation gives me written permission to accept available employment with a specific prospective employer or after the Corporation waives those restrictions. However, if the Corporation does not elect to waive those restrictions at the time of termination of my employment with the Corporation, the Corporation shall be obliged to make monthly payments to me, as defined above, for a minimum of each of the three (3) months following my termination in which I notify the Corporation, as above, certifying to my inability to find suitable employment because of those restrictions. The monthly payments shall be reduced by the amount of any accrued termination benefits such as vacation pay, and any termination benefits in excess of the monthly payments shall be paid to me. I agree that the Corporation's obligation to make the aforementioned payments shall terminate, if it has not otherwise been terminated, twelve (12) months after the termination of my employment. When possible, the Corporation will give me indication of the date at which these restrictions will be terminated if shorter than the maximum period allowed. In any event, the Corporation will notify me of its intent to release me from the restrictions at least two (2) weeks prior to the effective date of release.

Employee Signature: *V. L. H. H. H.*

Date: 4-21-93

Witness *Valerie Koun...*

Date: 4-21-93

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3 To Recipient's Name W. Scott Thielman Phone (630) 521-1773

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"Robert Pricone" <rmpricone@worldnet.att.net> on 02/06/2002 10:56:13 AM

Please respond to "Robert Pricone" <rmpricone@worldnet.att.net>

To: <arthur.moore@averydennison.com>
cc:

Subject: Continuation-In-Part Filed

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Re: "A Process And Apparatus For Embossing Precise Microstructures And Embossing Tool For Making Same".

Janice Jackson sent me a copy of the Continuation-In-Part utility application along with the "Combined Declaration And Power Of Attorney For patent Application" for signature.

I cannot declare that all statements are true (etc.) unless I review the final document thoroughly and respond in writing if there are exceptions. Since I am no longer required to make further contributions without compensation, I estimate my time to do that at 8-32 hrs (depending on what I find) at \$150/hr.

Please advise if you want me to proceed, and who should be billed. (847) 367-1071 if you want to speak to me.

Respectfully,
Bob Pricone

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.
(See attached file: thielman letter 021902.doc)



robertpricone@att.net

12/09/01 10:29 PM

To: "Ronald A. Sandler" <ronaldasandler@JonesDay.com>
cc:
Subject: Re: Flat Bed Embossing of Thermoplastics Patent Application

Ron,

I don't have a copy of all the patents referred to so I cannot comment on the accuracy of the references.

I don't have a copy of FIGS. 10A and 10B (plan and section views of a microfluidic channel which could be made in accordance with the present invention). But I assume they are correct.

The speed claims read:

11. The process of claim 1, wherein said material is fed through said press at a rate of between about 21 and about 50 feet per minute.

25. The apparatus of claim 15, wherein said bands are operated such that said material is fed through said press at a rate of between about 21 and about 50 feet per minute.

Previous text reads:

[0062] With the dimensions and reaction zones stated above, the process rate may move at about 21 to 32 feet per minute, much greater than the rate of existing prior art machines.

Other than the apparent speed inconsistency, I don't see anything that would be considered a misstatement of facts.

I'll be out most of the week, my cell is 847.494.3036



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Arthur Moore
02/12/2002 12:49 PM

To: "Robert Pricone" <rmpricone@worldnet.att.net>
cc:

Subject: Re: Continuation-In-Part Filed (Document link: Arthur Moore)

Bob, I look forward to talking with you later this week about the U.S. continuation in part patent application naming you and Scott Thielman as coinventors.

Here are my notes on highlights of how the earlier patent application was rewritten, to facilitate your review of this CIP:

Pages 1-2 / The background of the invention discussion adds a new emphasis on "precision microstructures" and (e.g. at page 2) the characteristics that may be found in different precision microstructures, depending on the nature of the geometry and properties required. This is included as a key way to characterize the invention. Note that the precision microstructures do not necessarily have to satisfy the requirements for optical applications.

3-7 / The background of the invention then continues at pages 3-6 with a background discussion of the Pricone et al type of machine for embossing microstructure film, and the "continuous press machines" of Hymmen and other companies; a particular discussion is of the Kurt Held '766 patents (which does not, however provide a way of embossing precision microstructures).

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8-14 / the Objects of the Invention describe inventive features including: precision microstructures and the characteristics of these (discussed in detail at pages 11-14); design features of a continuous press (which may include a single set of double bands, or potentially also including supplementary embossing belt(s) over one or both of the bands such as was done in the Hymmen trials); tooling for the flat bed embossing equipment of the invention

17-18 / prior art discussion of Pricone et al continuous embossing machine

19 / Please note the discussion at paragraph 65 – this CIP expands the discussion of "embodiments" of the continuous press to cover the variations discussed in this paragraph

19-21 / Figure 2 – this is double band press embodiment wherein the press sealing bands also serve as embossing bands

22-23 / Discussion of high reaction zone pressures and a sealed assembly required to achieve these pressures; importance of highly smooth sealing band

23-24 / Figure 3 – illustration of a sliding seal in a prior art double band press

25-26 / Figure 4 - assembly for feeding multiple layers of preformed film to a double band embossing press

26 / Figure 5 - double band press embodiment with overlay embossing band at top only

26-27 / Figure 6 – double band press embodiment with overlay embossing band at top and bottom

27-30 / Thermoplastic sheeting that can be embossed; significance of glass transition temperature and embossing temperature; lower Tg and higher Tg materials (see Table I); multilayer sheeting

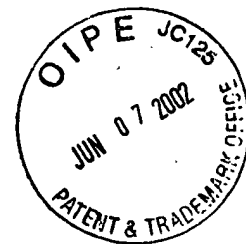
30 / Ranges of embossing pressures, temperatures, and sheeting thicknesses

31 / Two sided embossing

30-31 / Embossing of thicker (stiffer) thermoplastic sheeting

32-35 / Tooling and how to manufacture tooling; welded tooling (including example; Figures 7A, 7B)

35 - 37 / Figures 8A, 8B, 9, 10A, 10B – examples of precision microstructures



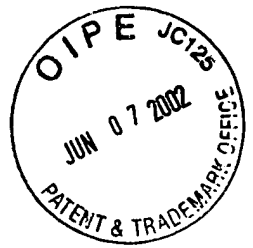
I hope that you will find this "parsing" of the patent disclosure helpful as background to your review. Many of the changes in the discussion of the hardware, including tooling (starting at page 19) were suggested by Scott's detailed report on the Hymmen trials. We tried to develop good disclosure of precision microstructures, and of materials in which such microstructures could be embossed. Discussions of various advantages of the invention such as double sided embossing, and embossing of stiffer sheeting, also were included.

Overall, it is a very interesting invention.

Regards
Arthur

Ronald A. Sandler
Extension 54352
03/22/02 03:47 PM

To: arthur_moore@averydennison.com
cc: Al_Green@averydennison.com,
Dave_N_Edwards@averydennison.com,
jkjackson@averydennison.com,
MichaelLang@averydennison.com, (bcc: Ronald A.
Sandler/JonesDay)
Subject: Re: Return of Formal Papers for Precision Embossing CIP
Application



Arthur, I reviewed the materials you sent me this morning regarding Pricone and Theilman. I spoke to Pricone this afternoon and tried to convince him that he was obligated to sign the papers. He said his reluctance to do so is because he had never seen Thielman's report, and therefore he could only OK that part of the case of which he had knowledge. The bottom line, he is unwilling to sign now. /

LEGAL ADVICE REDACTED

Ronald A. Sandler
Jones, Day, Reavis & Pogue
77 W. Wacker Dr.
Chicago, IL 60601-1692
Phone: 312-269-4352
Fax: 312-782-8585
email: ronaldasandler@jonesday.com
arthur_moore@averydennison.com

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February 19, 2002

VIA FEDERAL EXPRESS

Mr. W. Scott Thielman
Material Testing Technology Co.
840 North Martin Drive
Palatine, Illinois 60067

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**Re: U.S. Patent Application of W. Scott Thielman and Robert Pricone
"A PROCESS AND APPARATUS FOR EMBOSSING PRECISE
MICROSTRUCTURES AND EMBOSSING TOOL FOR MAKING SAME"
Avery Reference 2914-US-C1**

Dear Scott:

This will serve as a work order request to have you review and sign the draft patent application previously sent to you by Janice Jackson with the papers to be signed. Although it is extremely unusual for Avery Dennison to compensate former employees for reviewing patent applications, as you and I discussed, we are willing to compensate you for up to \$2,000.00 U.S. for your time required to do so.

As you requested, I have enclosed a marked up copy of the patent application showing the sections of the application that are especially important for you to review as to technical accuracy and the like. Also enclosed is my summary of the patent application describing various sections.

Sincerely,

Arthur B. Moore
Chief Patent Counsel

ABM/mlp
Enclosures

cc w/out encls.: Ms. Janice Jackson



Paulette Haseltine
Extension 54185
12/14/01 10:11 AM

To: arthur_moore@averydennison.com, thielman@mttusa.net
cc: (bcc: Ronald A. Sandler/JonesDay)
Subject: 2914-AC-C1 Patent Application

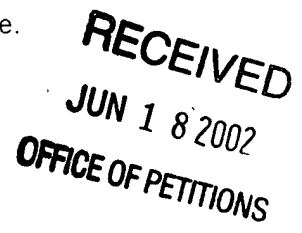


Gentlemen -

Attached hereto are the finalized drawings and specification/claims of the patent application entitled A PROCESS AND APPARATUS FOR EMBOSSING PRECISE MICROSTRUCTURES AND EMBOSSING TOOL FOR MAKING SAME which we sent for filing to the U.S. Patent Office on 12/12/01.

Scott: So far, the named inventors are 1) W. Scott Thielman and Robert M. Pricone.

Ronald A. Sandler



..... Forwarded by Paulette Haseltine/JonesDay on 12/14/01 10:05 AM

Veronica Bates
Extension 5-4331
12/14/01 09:43 AM

To: Paulette Haseltine/JonesDay@JonesDay
cc:
Subject: PDF



Drawings.pdf



pmwf01!.DOC

=====

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APRIL 16, 2001

JONES, DAY, REAVIS & POGUE
JOSEPH H. GOLANT
77 W. WACKER DRIVE
CHICAGO, IL 60601-1692

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REEL/FRAME: 011483/0072
NUMBER OF PAGES: 4

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS)

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ASSIGNOR:

THIELMAN, W. SCOTT

DOC DATE: 01/29/2001

ASSIGNOR:

PRICONE, ROBERT M.

DOC DATE: 01/29/2001

ASSIGNEE:

AVERY DENNISON CORPORATION
150 NORTH GROVE BOULEVARD
PASADENA, CALIFORNIA 91103

SERIAL NUMBER: 09596240

FILING DATE: 06/16/2000

PATENT NUMBER:

ISSUE DATE:

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
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02-06-2001

FORM PTO-1595
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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101606694

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

W. Scott Thielman
Robert M. PriconeAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Avery Dennison Corporation

Internal Address: _____

Street Address: 150 North Grove BoulevardCity: Pasadena State: CA ZIP: 91103Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: January 29, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/596,240

B. Patent No.(s)

02/02/2001 TGEDAMU1 00000082 09596240

Additional numbers attached? ☐ Yes ☒ No

08 FC:581

40.00 DP

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph H. GolantInternal Address: Jones, Day, Reavis & PogueStreet Address: 77 W. Wacker DriveCity: Chicago State: IL ZIP: 60601-16926. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account. (if fee is in excess of \$40.00)

8. Deposit account number:

10-1202

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Joseph H. Golant

Name of Person Signing

Signature

January 30, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, We, **W. Scott Thielman**, a citizen of the United States, residing at 840 N. Martin Drive, Palatine, Illinois 60067, United States of America, and **Robert M. Pricone**, a citizen of the United States, residing at 31175 Bob-o-Link Lane, Libertyville, Illinois 60648, have invented certain new and useful improvements in an **A PROCESS FOR PRECISE EMBOSSING** for which we have executed an application for Letters Patent of the United States which was filed on June 16, 2000 under serial no. 09/596,240 and


WHEREAS, **Avery Dennison Corporation**, a Delaware corporation, having a place of business at 150 North Grove Boulevard, Pasadena, California 91103, is desirous of acquiring the entire right, title and interest in and to said invention and to said pending application and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable consideration, we, **W. Scott Thielman and Robert M. Pricone**, have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said **Avery Dennison Corporation** the full and exclusive right to the invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions in any and all foreign countries and in and to any and all divisions, reissues, continuations and extensions thereof.

WE HEREBY authorize and request the Patent and Trademark Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said **Avery Dennison Corporation** as the assignee of my entire right, title and interest in and to the same, for the sole use and enjoyment of said **Avery Dennison Corporation** its successors and assigns.

FURTHER, we agree that we will communicate to said **Avery Dennison Corporation**, or its representatives any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said **Avery Dennison Corporation** make all rightful oaths and generally do everything necessary or desirable to aid said **Avery Dennison Corporation**, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of January, 2000. *WST*

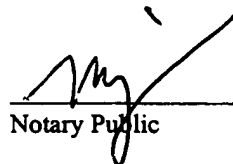

W. Scott Thielman

State of Illinois)
) S.S.:
County of _____)


On this 29 day of January, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared W. Scott Thielman, who proved to me that he is the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[SEAL]




Notary Public

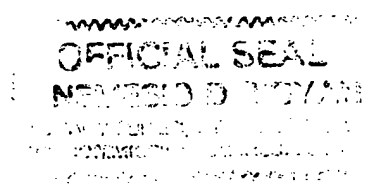
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of JANUARY, ²⁰⁰~~2000~~.

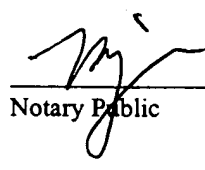

Robert M. Pricone

State of Illinois)
) S.S.:
County of _____)

On this 29 day of JANUARY, ²⁰⁰¹~~2000~~, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Robert M. Pricone**, who proved to me that he is the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[SEAL]




Notary Public



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Washington, D.C. 20231

MAY 08, 2001

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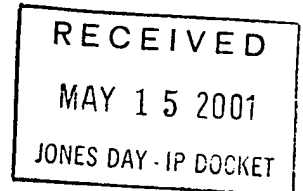
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JOSEPH H. GOLANT
77 WEST WACKER DRIVE
CHICAGO, IL 60601-1692



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096990-026-167

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RECORDATION DATE: 02/12/2001

REEL/FRAME: 011543/0229
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

THIELMAN, W. SCOTT

DOC DATE: 02/08/2001

ASSIGNEE:

AVERY DENNISON CORPORATION
150 NORTH ORANGE GROVE BOULEVARD
PASADENA, CALIFORNIA 91103

SERIAL NUMBER: 09781756

FILING DATE: 02/12/2001

PATENT NUMBER:

ISSUE DATE:

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
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03-05-2001



To the Honorable Commissioner of F

101625042

d original documents or copy thereof.

1. Name of conveying party(ies):

W. Scott Thielman

2.12.01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Avery Dennison Corporation

Internal Address: _____

Street Address: 150 North Orange Grove BoulevardCity: Pasadena State: CA ZIP: 91103Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: February 8, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 02/12/2001

A. Patent Application No(s).

B. Patent No(s).

09/78/756

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph H. GolantInternal Address: JONES, DAY, REAVIS & POGUEStreet Address: 77 West Wacker DriveCity: Chicago State: Illinois ZIP: 60601-1692

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account any fees in excess of amount enclosed which may be due herewith.

8. Deposit account number:

10-1202

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Merri C. Merrill
Name of Person Signing

Signature

February 12, 2001
DateTotal number of pages including cover sheet, attachments, and document: 2

CERTIFICATE OF MAILING: I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL, POSTAGE PREPAID, IN AN ENVELOPE ADDRESSED TO: The Honorable Commissioner of Patents & Trademarks, Assignment Division, Box: Assignments, Washington, D.C. 20231

ON: February 12, 2001

(Signature)

Merri C. Merrill

SS Doc. #1147364

ASSIGNMENT

WHEREAS, I, **W. Scott Thielman**, a citizen of the United States, residing at 840 N. Martin Drive, Palatine, Illinois 60067, United States of America, have invented certain new and useful improvements in an **AN APPARATUS FOR PRECISE EMBOSsing** for which I have executed an application for Letters Patent of the United States on even date herewith; and


WHEREAS, **Avery Dennison Corporation**, a Delaware corporation, having a place of business at 150 ~~North~~ North Orange Grove Boulevard, Pasadena, California 91103, is desirous of acquiring the entire right, title and interest in and to said invention and to said pending application and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable consideration, I, **W. Scott Thielman**, have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said **Avery Dennison Corporation** the full and exclusive right to the invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions in any and all foreign countries and in and to any and all divisions, reissues, continuations and extensions thereof.

I HEREBY authorize and request the Patent and Trademark Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said **Avery Dennison Corporation** as the assignee of my entire right, title and interest in and to the same, for the sole use and enjoyment of said **Avery Dennison Corporation** its successors and assigns.

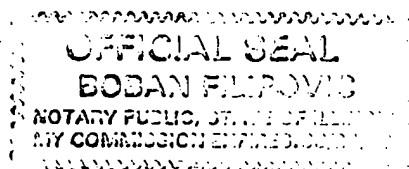
FURTHER, I agree that I will communicate to said **Avery Dennison Corporation**, or its representatives any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said **Avery Dennison Corporation** make all rightful oaths and generally do everything necessary or desirable to aid said **Avery Dennison Corporation**, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

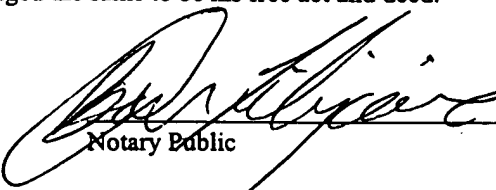
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8 day of February, 2001.


W. Scott Thielman

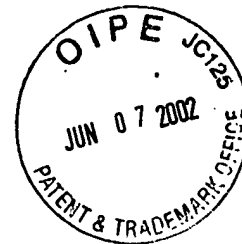
State of Illinois)
) S.S.:
County of Cook)

On this 8th day of February, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared **W. Scott Thielman**, who proved to me that he is the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.




Notary Public

PATENT



Attorney Docket No. NV 00-9

COMBINED DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

An Apparatus for Precise Embossing

the specification of which:

(check one) X is attached hereto

 was filed on as Application
Serial No. and was amended
on .
(if applicable)

RECEIVED
JUN 18 2002
OFFICE OF PETITIONS

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendments referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed: NONE

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between

the filing date of the prior application and the national or PCT international filing date of this application: NONE

As a named inventor, I hereby appoint: RONALD A. SANDLER, Reg No. 23,066, JAMES B. RADEN, Reg. No. 24,594; SANDRA B. WEISS, Reg No. 30,814; JOSEPH H. GOLANT, Reg. No. 24210; JOHN A. MARLOTT, Reg. No. 37,031; RUSSELL L. MCILWAIN, Reg. No. 28,641; DAVID L. WITCOFF, Reg. No. 31,443; MARC BLACKMAN, Reg. No. 43,501; MARK V. CAMPAGNA, Reg. No. 42,380; KRISTA S. SCHWARTZ, Reg. No. 42,134 and STACY A. BERMAN, Reg. No. 44,534 who are with the firm of JONES, DAY, REAVIS & POGUE, as my attorneys or patent agents, with full power of substitution and revocation, to prosecute this application and transact all business in the Patent and Trademark Office connected herewith.


I request that all correspondence be directed to:

Joseph H. Golant, Esq.
JONES, DAY, REAVIS & POGUE
77 West Wacker Drive
Chicago, Illinois 60601-1692

Please direct all telephone calls to Joseph H. Golant
(312) 269-1534

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first and sole inventor: W. Scott Thielman

Inventor's signature:  Date 2-5-01

Residence: 840 N. Martin Drive
Palatine, Illinois 60067

Citizenship: United States of America

Post Office Address: same as residence

PATENT

Attorney Docket No. NV-00-3

COMBINED DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A Process for Precise Embossing

the specification of which:

(check one) _____ is attached hereto

X was filed on June 16, 2000 as Application
Serial No. 09/596,240 and was amended
on _____.
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendments referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed: NONE

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in

Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application: NONE

As a named inventor, I hereby appoint: RONALD A. SANDLER, Reg No. 23,066, JAMES B. RADEN, Reg. No. 24,594; SANDRA B. WEISS, Reg No. 30,814; LESTER J. SAVIT, Reg No. 30,523; , Reg. No. 24,594; JOSEPH H. GOLANT, Reg. No. 24210; JOHN A. MARLOTT, Reg. No. 37,031; RUSSELL L. MCILWAIN, Reg. No. 28,641; DAVID L. WITCOFF, Reg. No. 31,443; MARC BLACKMAN, Reg. No. 43,501; MARK V. CAMPAGNA, Reg. No. 42,380 and MATTHEW R. HOOPER, Reg. No. 31,108 who are with the firm of JONES, DAY, REAVIS & POGUE, as my attorneys or patent agents, with full power of substitution and revocation, to prosecute this application and transact all business in the Patent and Trademark Office connected herewith.

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77 West Wacker Drive
Chicago, Illinois 60601-1692

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(312) 269-1534

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first co-inventor: W. Scott Thielman

Inventor's signature: W. Scott Thielman Date 1-29-01

Residence: 840 N. Martin Drive
Palatine, Illinois 60067

Citizenship: United States of America

Post Office Address: same as residence

Full name of second co-inventor: Robert M. Pricone

Inventor's signature:  Date 11/13/00

Residence: 31175 Bob-o-Link Lane
Libertyville, Illinois 60648

Citizenship: United States of America

Post Office Address: same as residence

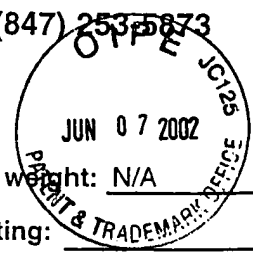


Invoice

3864

Material Testing Technology Co.

840 N. Martin Drive - Palatine, IL 60067 - Ph: (847) 255-8378 Fax: (847) 253-5873



No.: 00-001

Sales: W. Scott Thielman

Shipping weight: N/A

Customer PO: Verbal Bob Pricone

Order date: N/A

Ship routing:

Terms: Net 10 days

Date shipped:

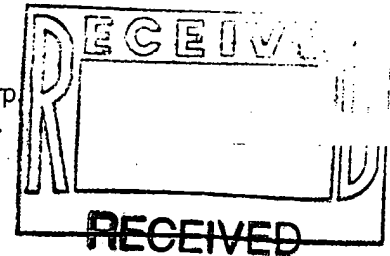
FOB: Palatine, IL (USA)

Bill to:

Avery Dennison Corp.
6565 W. Howard St.
Niles, IL 60714

Ship to:

Avery Dennison Corp.
6565 W. Howard St.
Niles, IL 60714



JUN 18 2002

Your order no:

Verbal Bob Pricone

Our order no:

00-001

OFFICE OF PETITIONS

| Item | Quantity Ordered | Model No. | Description | Unit Price | Amount Due |
|------|------------------|---------------|---|------------|------------|
| 1 | 40 | Hours | Consulting services (| | |
| | 40 | Hours | Week of - 40 hours | \$50.00 | \$2000.00 |
| | 40 | Hours | Week of - 40 hours | \$50.00 | \$2000.00 |
| | 40 | Hours | Week of - 40 hours | \$50.00 | \$2000.00 |
| | 40 | Hours | Week of - 41 hours | \$50.00 | \$2000.00 |
| | VOUCHER # 25701 | | | | |
| | CHECK # | | | | |
| 2 | 4 | DATE PD Hours | Machine Shop Services (Hot can project) | \$50.00 | \$200.00 |
| | ACCOUNT # | AMOUNT | | | |
| 3 | | | Expenses - Supplies and Raw Materials | \$273.70 | \$273.70 |
| | | | | | |
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8886-861
8868

8380-861

Invoice Date:

REDACTED

\$0.00

Thank you for your order

Total Due:

\$8,473.70

Hours Month of

| | |
|------|----------------------------|
| 20.0 | Review Hymmen Trail Data |
| 28.0 | Project review |
| 24.0 | |
| 2.0 | |
| 3.0 | |
| 40.0 | Hymmen Trial Alpha Project |
| 3.0 | |
| 27.0 | Embosser design |
| 4.0 | |
| 8.0 | |
| 2.0 | |
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| | |

161.0 Total

REDACTED



Invoice

3869

Material Testing Technology Co.

840 N. Martin Drive - Palatine, IL 60067 - Ph: (847) 255-8378 Fax: (847) 253-5873

No.: 00-001

Sales: W. Scott Thielman

Shipping weight: N/A

Customer PO: Verbal Bob Pricone

Order date: N/A

Ship routing:

Terms: Net 10 days

Date shipped:

FOB: Palatine, IL (USA)

Bill to:

Avery Dennison Corp.
6565 W. Howard St.
Niles, IL 60714

Ship to:

Avery Dennison Corp.
6565 W. Howard St.
Niles, IL 60714

Your order no:

Verbal Bob Pricone

Our order no:

00-001

| Item | Quantity Ordered | Model No. | Description | Unit Price | Amount Due |
|------|------------------|-----------|---------------------------------------|------------|------------|
| 1 | 40 | Hours | Consulting services | | |
| | 40 | Hours | Week of 40 hours | \$50.00 | \$2,000.00 |
| | 20 | Hours | Week of 40 hours | \$50.00 | \$2,000.00 |
| | 0 | Hours | Week of 20 hours | \$50.00 | \$1,000.00 |
| | 36 | Hours | Week of 0 hours | \$50.00 | \$0.00 |
| | | | Week of 36 hours | \$50.00 | \$1,800.00 |
| 2 | 0 | Hours | Machine Shop Services | \$50.00 | \$0.00 |
| 3 | | | Expenses - Supplies and Raw Materials | \$536.41 | \$536.41 |

Invoice Date:

REDACTED

\$0.00

Thank you for your order

Total Due:

\$7,336.41

Hours Month (

| | |
|------|--------------------------|
| 5.0 | |
| 4.0 | |
| 7.0 | |
| 2.0 | |
| 57.0 | Embosser design |
| 2.0 | |
| 10.0 | |
| 14.0 | |
| 4.0 | |
| 6.0 | New Generation Embossers |
| 21.0 | Patent Review |
| 4.0 | |

136.0 Total

REDACTED



Invoice

3872

840 N. Martin Drive - Palatine, IL 60067 - Ph: (847) 255-8378 Fax: (847) 253-5873

No.: 00-003

Sales: W. Scott Thielman

Shipping weight: N/A

Customer PO: Verbal Dave Edward

Order date: N/A

Ship routing:

Terms: Net 10 days

Date shipped:

FOB: Palatine, IL (USA)

Bill to:

Avery Dennison Corp.
Research Center
2900 Bradley Street
Pasadena, CA 91107-1599

Ship to:

Avery Dennison Corp.
Research Center
2900 Bradley Street
Pasadena, CA 91107-1599

| | |
|------------------------|--------|
| VENDOR # <u>M36760</u> | |
| VOUCHER # <u>32502</u> | |
| CHECK # | |
| DATE PD | |
| ACCOUNT # | AMOUNT |
| <u>8868 861</u> | |

Your order no:
Verbal Dave Edward

Our order no:
00-003

| Item | Quantity Ordered | Model No. | Description | Unit Price | Amount Due |
|------|---|-----------|--|--|--|
| 1 | 0 Days 26 Hours 0 Days 8 Hours 0 Days 28 Hours 0 Days 16 Hours | | Consulting services () Out of Town Work - 01 - 0 hours In Town Work - 26 hours Out of Town Work - Week - 0 hours In Town Work - Week - 8 hours Out of Town Work - 0 hours In Town Work - Week - 28 hours Out of Town Work - Week - 0 hours In Town Work - Week - 16 hours | \$2,250.00 \$125.00 \$2,250.00 \$125.00 \$2,250.00 \$125.00 \$2,250.00 \$125.00 | \$0.00 \$3,250.00 \$0.00 \$1,000.00 \$0.00 \$3,500.00 \$0.00 \$2,000.00 |
| 2 | 0 Hours | | Machine Shop Services | | |
| 3 | 1 | | Expenses - Supplies and Raw Materials | \$322.15 | \$322.15 |

Invoice Date:

REDACTED

\$0.00

Thank you for your order

Total Due: \$10,072.15

Hours Month
 In-Town Work

| | |
|------|-----------------------------------|
| 8.0 | |
| 2.0 | |
| 7.0 | Design Problems with ARC Embosser |
| 46.0 | Hymmen Report #2 |
| 5.0 | |
| 4.0 | |
| 10.0 | |
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82.0 Total Hours

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| | |

0.0 Total Days

REDACTED

Material Testing Technology Co.

Technical Service Rate Information

Effective October 1, 2000

| | <u>Standard</u> | <u>Per Diem Rate</u> | <u>Special Rate*</u> |
|---|-----------------|----------------------|----------------------|
| W. Scott Thielman President | \$150/hr | \$1500 | \$75-100/hr |
| Professional Staff (Design & Research Engineers) | \$75-150/hr | \$750-1500 | \$65-100/hr |
| Machinist & Laboratory Staff | \$65-100/hr | \$650-1000 | \$50-75/hr |

- 1) A 15% administrative and service fee is included on out-of-pocket expenses (Travel, Supplies etc.)
- 2) Overtime is applied for any time over 8 hours per day and Saturday.
- 3) The per-diem rate is applied to all out-of-town travel. It is also applied as a minimum fee for all deposition and trial travel. It is also applied as a minimum fee for all deposition and trial testimony.
- 4) All invoices are net 10 days
- 5) A finance charge of 1.5% per month will be applied to all past due amounts exceeding 60 days.
- 6) Travel time normally will be arranged to be before or after the regular business day and will be billed at one-half the normal rate. If travel is necessary during regular business day, time will be billed at the full rate.

Terms: A) Payment due net 10 days
B) Projects in excess of 4 weeks duration will be invoiced monthly
C) Above are current prices. Rates are subject to change.

* Special rate may apply for long term research projects and contract work.